





1           16.     Equifax denies the allegations contained in Paragraph 16 as they pertain to  
2 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
3 of the remaining allegations contained in Paragraph 16 of Plaintiff's Complaint.

4           17.     Equifax is without knowledge or information sufficient to form a belief as to the  
5 truth of the allegations contained in Paragraph 17 of Plaintiff's Complaint.

6           18.     Equifax is without knowledge or information sufficient to form a belief as to the  
7 truth of the allegations contained in Paragraph 18 of Plaintiff's Complaint.

8           19.     Equifax denies the allegations contained in Paragraph 19 as they pertain to  
9 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
10 of the remaining allegations contained in Paragraph 19 of Plaintiff's Complaint.

11           20.     Equifax denies the allegations contained in Paragraph 20 as they pertain to  
12 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
13 of the remaining allegations contained in Paragraph 20 of Plaintiff's Complaint.

14           21.     Equifax denies the allegations contained in Paragraph 21 as they pertain to  
15 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
16 of the remaining allegations contained in Paragraph 21 of Plaintiff's Complaint.

17           22.     Equifax denies the allegations contained in Paragraph 22 as they pertain to  
18 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
19 of the remaining allegations contained in Paragraph 22 of Plaintiff's Complaint.

20           23.     Equifax denies the allegations contained in Paragraph 23 as they pertain to  
21 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
22 of the remaining allegations contained in Paragraph 23 of Plaintiff's Complaint.

23  
24                   **Second Claim: The CRA Defendants' Violations of 15 USC § 1681i**

25           24.     In response to Paragraph 24 of Plaintiff's Complaint, Equifax reasserts and  
26 realleges its responses and defenses as set forth above.

27           25.     In response to Paragraph 25 of Plaintiff's Complaint, Equifax states that the  
28 provisions of the FCRA speak for themselves.

1           26.     In response to Paragraph 26 of Plaintiff's Complaint, Equifax states that the  
2 provisions of the FCRA speak for themselves.

3           27.     Equifax denies the allegations contained in Paragraph 27 as they pertain to  
4 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
5 of the remaining allegations contained in Paragraph 27 of Plaintiff's Complaint.

6           28.     Equifax denies the allegations contained in Paragraph 28 as they pertain to  
7 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
8 of the remaining allegations contained in Paragraph 28 of Plaintiff's Complaint.

9           29.     Equifax denies the allegations contained in Paragraph 29 as they pertain to  
10 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
11 of the remaining allegations contained in Paragraph 29 of Plaintiff's Complaint.

12           30.     Equifax denies the allegations contained in Paragraph 30 as they pertain to  
13 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
14 of the remaining allegations contained in Paragraph 30 of Plaintiff's Complaint.

15           31.     Equifax denies the allegations contained in Paragraph 31 as they pertain to  
16 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
17 of the remaining allegations contained in Paragraph 31 of Plaintiff's Complaint.

18           32.     Equifax denies the allegations contained in Paragraph 32 as they pertain to  
19 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
20 of the remaining allegations contained in Paragraph 32 of Plaintiff's Complaint.

21           33.     Equifax denies the allegations contained in Paragraph 33 as they pertain to  
22 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
23 of the remaining allegations contained in Paragraph 33 of Plaintiff's Complaint.

24  
25                   **Third Claim: Capital One's Violations of 15 USC § 1681s-2(b)**

26           34.     In response to Paragraph 34 of Plaintiff's Complaint, Equifax reasserts and  
27 realleges its responses and defenses as set forth above.



1 **THIRD DEFENSE**

2 47. Plaintiff's damages, if any, were not caused by Equifax, but by another person or  
3 entity for whom or for which Equifax is not responsible.

4 **FOURTH DEFENSE**

5 48. To the extent that plaintiff alleges that Equifax violated the FCRA, CCCRA or  
6 other similar statute, Equifax is entitled to, and asserts, each and every defense and limitation of  
7 liability provided by said acts.

8 **FIFTH DEFENSE**

9 49. Some, or all, of Plaintiff's claims are pre-empted by the Fair Credit Reporting Act,  
10 15 U.S.C. §1681h(e).

11 **SIXTH DEFENSE**

12 50. Equifax maintained reasonable procedures to assure the maximum possible  
13 accuracy in its credit reports.

14 **SEVENTH DEFENSE**

15 51. The Complaint, and each and every cause of action stated therein, is barred by the  
16 provisions of CCRAA §§1785.31, 1785.32 and 1785.33.

17 **EIGHTH DEFENSE**

18 52. The Complaint is barred by Plaintiff's failure to mitigate his damages, if any.

19 **NINTH DEFENSE**

20 53. Equifax's publication of information about Plaintiff, if any, was privileged and  
21 justified.

22 **TENTH DEFENSE**

23 54. Plaintiff's claim for punitive damages is barred by the provisions of 15 U.S.C.  
24 §1681n.

25 **ELEVENTH DEFENSE**

26 55. Plaintiff's complaint seeks the imposition of punitive damages. Equifax adopts by  
27 reference the defenses, criteria, limitations, standards and constitutional protections mandated or  
28 provided by the United States Supreme Court in the following cases: BMW v. Gore, 517 U.S.

1 559 (1996); Cooper Indus., Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923 (2001) and State  
2 Farm v. Campbell, 538 U.S. 408 (2003).

3 **TWELFTH DEFENSE**

4 56. To the extent any allegations or counts sound in tort or negligence, Equifax asserts  
5 any and all defenses available to it under those bodies of law.

6 **THIRTEENTH DEFENSE**

7 57. Any allegation of the Complaint not expressly admitted is denied.

8 **FOURTEENTH DEFENSE**

9 58. Equifax reserves the right to have additional defenses that it learns of through the  
10 course of discovery.

11 **WHEREFORE**, this answering Defendant prays judgment as follows:

- 12 1. That Plaintiff takes nothing by reason of his Complaint on file herein, and that the  
13 same be dismissed;  
14 2. For costs of suit and attorney's fees herein; and  
15 3. For such other and further relief as the Court may deem just and  
16 proper.

17 NOKES & QUINN

18  
19 Dated: October 18, 2007

/s/

20 THOMAS P. QUINN, JR.,  
21 Attorneys for Defendant EQUIFAX  
22 INFORMATION SERVICES, LLC

23 Of Counsel:

24 Michael Douglas , Esq.  
25 King & Spalding LLP  
26 1180 Peachtree Street, N.E.  
Atlanta, GA 30309  
Tel: (404) 572-4600  
Fax: (404) 572-5100

**CERTIFICATE OF SERVICE**

PASTERNAK v TRANS UNION, et al, CASE NO: 3:07-cv-04980 MJJ

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Orange, State of California, and not a party to the above-entitled cause.

On October 18, 2007. I served a true copy of the

**ANSWER AND DEFENSES OF  
EQUIFAX INFORMATION SERVICES, LLC**

☐ By personally delivering it to the persons(s) indicated below in the manner as provided in FRCivP5(B);

☒ By depositing it in the United States Mail in a sealed envelope with the postage thereon fully prepaid to the following:

**Andrew Jones Ogilvie**  
Kemnitzer Anderson Barron Ogilvie & Brewer, LLP  
445 Bush Street, Sixth Floor  
San Francisco, CA 94108  
(415) 861-2265  
Fax: (415) 861-3151  
Email: ajogil@kabolaw.com

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

I hereby certify under the penalty of perjury that the foregoing is true and correct.

/S/  
YVONNE M. HOMAN

Place of Mailing: Laguna Beach, California

Executed on October 18, 2007, at Laguna Beach, California.